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PROPOSED ATTORNEY FOR DEBTOR

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

IN RE	§	
	§	
DFW BOAT SPECIALISTS, LLC	§	Case no.23-40316-11
	§	
	§	
	§	CHAPTER 11
DEBTOR	§	

MOTION TO ASSUME EXECUTORY CONTRACT

NO HEARING WILL BE CONDUCTED ON THIS MOTION UNLESS A WRITTEN OBJECTION OR REQUEST FOR HEARING IS FILED WITH THE UNITED STATES BANKRUPTCY CLERK, 660 N. CENTRAL EXPRESSWAY, THIRD FLOOR, PLANO, TEXAS 75074, WITHIN TWENTY-ONE (21) DAYS FROM THE DATE OF THE FILING OF THIS MOTION, UNLESS THE COURT, SUA SPONTE, OR UPON TIMELY APPLICATION OF A PARTY IN INTEREST, SHORTENS OR EXTENDS THE TIME FOR FILING SUCH OBJECTION OR REQUEST FOR HEARING.

IF NO OBJECTION OR REQUEST FOR HEARING IS TIMELY FILED, THE MOTION SHALL BE DEEMED TO BE UNOPPOSED AND THE COURT MAY ENTER AN ORDER GRANTING THE RELIEF SOUGHT. THE COURT RESERVES THE RIGHT TO SET ANY MATTER FOR HEARING.

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

COMES NOW, DFW Boat Specialist, LLC, Debtor in the above styled and numbered

cause, and pursuant to 11 U.S.C. § 365 files this its Motion to Assume Executory Contract, and in support thereof would respectfully show unto the Court as follows:

1. On or about February 22, 2023, Debtor filed its Voluntary Petition for relief under Chapter 11 of the United States Bankruptcy Code and has continued in possession of its property and operation of its business as a Debtor-in-Possession pursuant to §§ 1182 of the Bankruptcy Code.

2. The Debtor operates a car dealership in Sherman, Texas.

3. On or about September 23, 2022 the Debtor entered to a BHPH Purchase and Performance Agreement (“Contract”) with Glenview Finance (“Glenview”).

4. The Agreement allows the Debtor to self finance the sale of certain of its vehicles. The Debtor then sells that paper to Glenview under the terms of the Contract.

5. The Contract allows the Debtor to have additional capital and a steady income stream while also providing that Glenview will manage all account functions which relieves the Debtor of additional administrative paperwork.

6. The Debtor only sell the paper to Glenview on vehicles which the Debtor has title to.

7. The Debtor would show that the assumption of the Contract is in the best interest of the estate in that the assumption of the Contract will allow the Debtor to have access to capital to help reorganize the business.

WHEREFORE, PREMISES CONSIDERED, Debtor, DFW Boat Specialist, LLC respectfully prays this Honorable Court enter an Order approving assumption of the Contract, and for such other and further relief, at law or in equity, to which Debtor may show itself justly

entitled.

Respectfully submitted,

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BY: /s/ Eric Liepins
ERIC A. LIEPINS, SBN 12338110

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was sent to all creditors and the United States Trustee, 110 College, Suite 300, Tyler, Texas 75702 United States mail on this the 10th day of March 2023.

/s/ Eric Liepins
Eric A. Liepins